

Draft
REQUEST FOR PROPOSAL

RFP HSR-00004

**SACRAMENTO-TO-BAKERSFIELD
REGIONAL ENVIRONMENTAL/ENGINEERING STUDY
for a HIGH-SPEED TRAIN
PROGRAM ENVIRONMENTAL IMPACT REPORT (EIR)**

August 16, 2000

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

**925 L STREET, SUITE 1425
SACRAMENTO, CA 95814**

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SECTION I SCOPE OF WORK

A. INTRODUCTION

This Request for Proposal (RFP) solicits CONSULTANT/TEAM proposals for the Sacramento-to-Bakersfield Regional Environmental/Engineering Study (Study) to prepare analyses for a state-level program environmental impact report (program EIR) for a high-speed train system. The focus of this study will be on the corridor between Sacramento and Bakersfield that the California High-Speed Rail Authority (Authority) recommended in its business plan be reviewed as part of the Authority's formal statewide environmental clearance process. The CONSULTANT/TEAM is responsible for developing engineering, planning, and environmental data that will be used by others to prepare a program EIR document that the Authority expects will also be developed into a federal Tier 1 environmental impact statement (EIS). The CONSULTANT/TEAM must therefore develop a proposal to prepare environmental studies and analyses that will be used to satisfy both the state and the federal requirements. The Authority will be the lead state agency, and the Federal Railroad Administration (FRA) is expected to be the lead federal agency if an EIS is prepared.

B. BACKGROUND

Beginning with the California Intercity High Speed Rail Commission in 1993, and subsequently with the California High-Speed Rail Authority in 1997, the State of California has acted to advance the consideration of high-speed trains as an interregional, intercity mode of transportation. The Authority is directed to take the actions necessary for the implementation of a statewide high-speed train network and to initiate the environmental review process.

The California Intercity High-Speed Rail Commission

To determine whether this mode of transportation might be appropriate for California, the Legislature established the nine-member Intercity High-Speed Rail Commission (Commission) in 1993 to investigate the feasibility of high-speed rail for California. The Commission submitted its Final Report to Governor Pete Wilson and the Legislature at the end of 1996. The Commission determined that High-Speed Rail (HSR) is technically, environmentally, and economically feasible once constructed and would be operationally self-sufficient. Furthermore, the Commission concluded that HSR would benefit the State's economy, would enhance California's competitiveness in a global market, and should deserve the widespread support of the people of California. The Commission recommended that Governor Wilson and the Legislature create an implementation "Authority" to secure financing for high-speed rail and to oversee the construction and operation of a statewide network.

The California High-Speed Rail Authority

Implementing the HSR network in California is the responsibility of **the nine-member California High-Speed Rail Authority (Authority)** established by Chapter 796 of the Statutes of 1996 (Senate Bill 1420, Kopp and Costa).

The Authority is the state agency authorized to develop and implement a intercity high-speed rail system. The Authority is planning for the development of a statewide high-speed train network that is fully coordinated with other public transportation services and capable of achieving speeds of at least 200 mph. The Legislature granted the Authority the powers necessary to oversee the construction and operation of a statewide HSR network once financing is secured. Continuing the work of the Commission, the Authority identified the need for a new, electrified, double-tracked, completely fenced and grade-separated system (no at-grade crossings with roads or other rail systems). The Authority concluded that the next step in the development of the high-speed train system should be to initiate a formal environmental review process with a program EIR. The Authority recommended both the next generation of steel-wheel-on-rail technology (like the French “TGV” or Japanese “Bullet Train”) and Magnetic Levitation (Maglev) be addressed in the program EIR process.

The Authority continued the conceptual planning work of the Commission to evaluate potential routes and station areas for a proposed high-speed train system to meet the travel demands of California residents for the year 2020 and beyond. The primary objective of the system is to provide Californians with enhanced mobility to travel to and from the major population centers projected to exist in 2020. Figure 1 represents the corridors that the Authority recommended in its Draft Business Plan be carried forward through the program EIR process.

Per its enabling legislation, the Authority will sunset at the end of June 2001 unless financing has been secured for the high-speed train system. However, bills have been introduced in both the Assembly and the Senate that would extend the existence of the Authority. Both bills are awaiting action in their opposite houses. The Authority is proceeding with the assumption that its sunset will be extended.

The Authority members will be responsible for making the critical decisions required during the program EIR process. The Authority’s staff is responsible for recommending appropriate courses of action to the members. The role of the CONSULTANT/TEAM is to provide objective information in order to assist the decision-making process.

Prospective bidders should consult section 10365.5 of the Public Contract Code in regard to the CONSULTANT/TEAM’s bidding on other Authority contracts.

C. CONTRACT TERM

The contract term is expected to begin in late October 2000, and continue through June 30, 2003.

**FIGURE 1 – RECOMMENDED ROUTES TO BE STUDIED IN THE ENVIRONMENTAL
CLEARANCE PHASE**



SECTION II STATEMENT OF WORK

This Request for Proposal (RFP) solicits CONSULTANT/TEAM proposals for the Sacramento-to-Bakersfield Regional Environmental/Engineering Study (STUDY) to prepare analyses for a state-level program environmental impact report (program EIR) for a high-speed train system. The focus of this study will be on the corridor between Sacramento and Bakersfield that the California High-Speed Rail Authority (Authority) recommended in its business plan be reviewed as part of the Authority's formal statewide environmental clearance process. The program-level environmental process will analyze the impacts of each of the high-speed train corridor alternatives, different operating systems, station development, and coordination with other modes of transportation. The process will include the involvement of, or seeking comment from, the general public, special interest groups, and local, state, and federal agencies with approval or permit responsibilities. This input will assist the Authority in seeking the most appropriate alternatives for the system. The CONSULTANT/TEAM is responsible for preparing analyses to be used in the preparation of a program EIR document that the Authority expects will also be developed into a federal level Tier 1 environmental impact statement (EIS). The CONSULTANT/TEAM must therefore develop a proposal to prepare analyses that will be used to satisfy both the state and the federal requirements. The Authority will be the lead state agency, and the Federal Railroad Administration (FRA) is expected to be the lead federal agency if an EIS is prepared. The program EIR document will provide a foundation for the subsequent project-specific environmental documentation and engineering that could then be initiated on either the entire system or on portions/segments of the system.

An important component of the Authority's effort is the public's acceptance and confidence in the CONSULTANT/TEAM's technical expertise. The CONSULTANT/TEAM must demonstrate extensive knowledge and direct experience with the environmental processes as prescribed in the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). The CONSULTANT/TEAM must have the necessary expertise in the areas of environmental constraints analysis; high-speed train technology; engineering design; capital and operational costs; rail operations; ridership and revenue forecasting; economics impacts analysis; agency coordination; land use; and public outreach programs in order to complete the STUDY.

A public involvement program is part of this contract and will be a part of the program EIR focusing on identification of issues and concerns. Key responsibilities of the CONSULTANT/TEAM include developing environmental and engineering analyses and implementing a regional public and agency involvement process to assist in identifying issues and concerns in the study area.

In response to this RFP, the CONSULTANT/TEAM must submit a work plan. The work plan shall include a proposed approach, management plan, schedule, components and key personnel. The plan should include dollar budgets for the various components. Because of the time constraints and the potentially limited budget, the proposal should prioritize work components. The budget for STUDY has not been established. For purposes of evaluation, the CONSULTANT/TEAM should assume that it will not exceed \$5,000,000. Once this contract has

been awarded, staff will work with the selected CONSULTANT/TEAM to revise the work plan and submit it to the Authority for approval.

Integration with Other Contracts

The Sacramento-to-Bakersfield Regional Environmental/Engineering Study will be one in a series of contracts the Authority expects to execute that will provide data and analyses to be used in the completion of the program EIR document. These contracts will include a Program Management Contract, and a number of “regional environmental/engineering studies”. Staff currently envisions a need for at least five separate regional environmental/engineering contracts (this Sacramento-to-Bakersfield Regional Environmental/Engineering Study; Bay Area-Merced; Bakersfield-Los Angeles; Los Angeles-Orange-San Diego; and Los Angeles-Riverside-San Diego). Each of the regional environmental/engineering studies will be responsible for carrying out the engineering needed to support the identification of environmental impacts and determining the environmental impacts and proposed mitigation measures that will be described in an overall program EIR document. The Authority has estimated the budget required to complete the program EIR at \$25 million. The program EIR is expected to receive funding over a period of three fiscal years.

The Program Management Contract team (or consultant) retained under separate contract will work with Authority staff to oversee and review the regional environmental/engineering studies. The Program Management Contract team will be responsible for using the work of the regional engineering/environmental studies and other previous work in order to prepare and compile the program EIR document. In order to avoid conflict of interest, and the appearance of conflict of interest, it is the Authority’s policy that the team (including the prime and all subconsultants) for the Project Management Contract shall agree not to bid (either as a prime or subconsultant) on the regional environmental/engineering contracts. The work for the Program Management Contract will be done throughout the program EIR process and should be divided into three distinct phases. Although the three phases are expected to be sequential, the time periods for these will overlap. The three phases are:

1. Developing the framework and standards for the work to be completed throughout the program EIR process.
2. Reviewing and overseeing the work of several, separate regional environmental/engineering studies (including this Study).
3. Preparing a statewide Program EIR document that meets all state requirements and will also meet federal NEPA requirements.

The Authority members will be responsible for making the critical decisions required during the program EIR process. The Authority staff is responsible for recommending appropriate courses of action to the members. The role of the CONSULTANT/TEAM for this study is to provide objective information that will assist the decision-making process and will be used in the preparation of the necessary environmental documents.

Prospective bidders should consult section 10365.5 of the Public Contract Code in regards to the CONSULTANT/TEAM bidding on other Authority contracts.

Sacramento-to-Bakersfield Regional Environmental/Engineering Study Work Plan Elements

In the work plan for the STUDY, bidders should address, but are not limited to, Engineering/Planning, Environmental Impacts and Outreach Efforts.

1. ENGINEERING/PLANNING

The Authority successfully carried out conceptual-level planning and corridor evaluation as part of its previous high-speed train studies. These previous studies included: engineering standards, route options, ridership and revenue forecasts, capital costs, operational and maintenance costs, travel times, environmental impacts, economic impacts, and a cost/benefit analysis. The Authority has already developed preliminary alignment data and engineering standards. These will be verified/revised by the Project Management Contract team and submitted to the Authority for its approval and for use by each of the regional environmental/engineering studies to ensure compatibility between the studies. Additional cost, travel time and environmental data will be prepared and new scenarios analyzed as part of each regional environmental/engineering study. Additional ridership and revenue forecasts and economic analyses may also be required as part of this contract. The corridor evaluation conducted under this contract should expand on the level of detail of work that has already been carried out. The CONSULTANT/TEAM should assume that the future corridor evaluation will be done for both steel-wheel-on-rail and magnetic levitation (Maglev) technologies. Detailed preliminary engineering is not a part of this contract. It is anticipated that detailed preliminary engineering would be performed at a later stage in the project – after completing the program EIR. However, additional detail will be required in many locations as a part of this contract in order to determine the system configuration with enough detail to estimate the potential environmental impacts for the program EIR. The engineering/planning work should build upon previous corridor evaluation work of the Authority and the Commission.

In the work plan for the Study, bidders should address, but are not limited to, the following engineering/planning elements:

1. **Identify and prepare further corridor evaluation.** The CONSULTANT/TEAM will develop and analyze potential alignments, taking into account capital and operating costs, travel times, and other factors, as required for the preparation of the program EIR based upon the high-speed train system corridor described in the Authority's Business Plan, "Recommended Routes to be Studied in the Environmental Process" (see Figure 1). Particular emphasis must be placed on "site specific" costs such as grade-separations, rights-of-way, substations and stations. Ridership and revenue forecasts and economic impacts analysis to support the development of the statewide program EIR document may also be required as part of this work.
2. **The potential for shared use of improved rail infrastructure by different types of service (e.g. high-speed trains sharing tracks with commuter rail and/or Amtrak Intercity, and freight service).** FRA rules do not allow for mixed operations of high-speed equipment currently used in Europe and Japan and conventional U.S. rail equipment, primarily because the two classes of equipment

are designed to withstand different impact loads in the event of a collision. Because conventional rail equipment is much heavier and impact resistant, the possibility of collision with a lighter high-speed steel-wheel-on-steel-rail trainset poses a potential safety hazard. The FRA may eventually adopt rules consistent with European practice that rely on collision avoidance rather than traffic separation. It is also possible that a high-speed trainset meeting both the crashworthiness and high-speed performance specifications will be available during the implementation time frame of a statewide high-speed train network. Compatibility issues could greatly impact the ultimate selection of corridors, the design of the system, the cost of the network, and how its construction is phased. The Project Management Contract team will be working with the FRA in determining a solution to allow for high-speed trains to share infrastructure (at reduced speeds) with conventional services. To date, nearly all of the Authority's work has assumed that the high-speed train system would operate completely separated from conventional services. In the urban areas where high-speed trains would be traveling at reduced speeds, the CONSULTANT/TEAM for the Study must address the physical components necessary to accommodate compatibility of the various services and must do analysis for both separated and shared infrastructure for the steel-wheel-on-steel-rail high-speed train technology. This will require detailed operational analyses and modeling to determine the rail configuration needed to serve a variety of services including high-speed trains in accordance with guidance provided by the Program Management Contract team and the Authority. It will also require developing cost estimates for improving existing tracks and adding additional facilities where needed, as opposed to utilizing the standards created for completely new separated high-speed train infrastructure.

3. **Definition of potential station locations.** The CONSULTANT/TEAM will work with the local and regional agencies, general public, Authority Staff and the Program Management Contract team to define alternatives for potential station locations. A screening process will be developed by the CONSULTANT/TEAM to help the Authority reduce the number of station alternatives and select preferred locations. The CONSULTANT/TEAM must analyze station impacts on local traffic and develop site-specific costs for different station locations. The CONSULTANT/TEAM will use standards (such as platform lengths and numbers of tracks) defined by the Program Management Contract team in order to develop conceptual station designs and costs.

2. ENVIRONMENTAL IMPACTS

The CONSULTANT/TEAM will be responsible for developing the regional environmental analyses that will be used to prepare and may become part of a statewide program EIR document that meets all state requirements and will meet all NEPA requirements if an EIS is prepared. This work should build upon previous environmental analyses in the various corridors to be studied for both steel-wheel-on-steel-rail and Maglev technologies. The program EIR document could ultimately be prepared for both steel-wheel-on-steel-rail and Maglev technologies, for only one of these technologies, or separate program EIR documents may be created for each of the two technologies. The CONSULTANT/TEAM should utilize the previous HSR conceptual planning work of Caltrans (LA-Bakersfield Preliminary Engineering Feasibility Study), the Commission, the Authority, and other existing sources of data to the greatest extent possible. To supplement the past work, additional, more detailed regional environmental impact analyses will be done for the various

regions served by the corridors. The preparation of the draft and final program EIR document will be done by the Program Management Contract team, through a separate contract. The Project Management Contract team shall rely upon and incorporate the data produced by each of the regional environmental/engineering contracts to create the program EIR document.

The environmental impacts studies and analyses prepared under this contract will aid in the selection of high-speed train alignments and station locations by identifying key environmental differences between alternative alignments and stations throughout the Sacramento-to-Bakersfield corridor. The CONSULTANT/TEAM will assess the impacts of a full range of alternatives in the corridor including “no build”, conventional rail improvements, transportation systems management (TSM), and freeway and/or air transportation improvements that will be defined by the Program Management Contract team.

The CONSULTANT/TEAM must conduct analyses to define with specificity the nature and extent of each potentially significant adverse environmental impact and to develop appropriate potential mitigation measures and strategies for identified adverse impacts. The CONSULTANT/TEAM is expected to prepare Environmental Technical Reports/Memorandums to support the development of the program EIR document, consistent with the statewide assumptions, standards, and other guidance provided by the Program Management Contract team and the Authority. Environmental issues to be evaluated by the CONSULTANT/TEAM must include, but are not limited to:

- ?? Ground and Surface Water Resources/Floodplain – identify impacts to groundwater, streams, rivers, and standing bodies of water of high-speed train system alternatives
- ?? Wetlands – determine the number and extent of wetland crossings and wetland habitat types impacted by high-speed train system alternatives
- ?? Coastal Resources – impacts to coastal resources include coastal waters, related marine and wildlife habitat and adjacent shorelands
- ?? Air Quality – quantitative analysis regarding air quality impacts of high-speed train system alternatives
- ?? Threatened and Endangered Species – identify observations of threatened and endangered species and sensitive habitat
- ?? Parks and Recreation/Wildlife Refuge – identify potential impacts to parks, recreational areas and wildlife refuges for high-speed train alignments and potential impacts on nearby resources
- ?? Special Protected Areas – impacts to areas considered to be unique clusters with natural and human resource values worthy of a high level of concern and protection
- ?? Historic and Cultural Resources – identify potential impacts to historic and cultural resources
- ?? Environmental Justice – evaluate the potential for disproportionate effects on low-income and minority population consistent with current guidance
- ?? Farmland – identify potential impacts to Prime Farmland, Unique Farmland, and Farmland of Statewide Importance
- ?? Land Use Compatibility – define classifications for various land uses along the high-speed train alignments and identify areas of compatible land uses
- ?? Soils/Slopes Constraints – identify steep slopes, erodibility and shrink/swell potential
- ?? Visual Assessment – consider the visual impacts of high-speed trains for all viewer groups, including adjacent land users (views of the project) as well as high-speed train users (views from the train).

Identify the potential physical changes to the environment, such as cuts/fills, elevated structures, water crossings, and loss of major vegetation and urban development. In addition, those viewers who would be sensitive to visual changes, such as residents, park users, and travelers along the proposed facility

- ?? Noise and Vibration – identify the potential populations affected by high-speed train noise levels. Calculate the approximate number of people residing within a specific number of feet from the centerline who may perceive train generated vibrations
- ?? Seismic Analysis – identify active fault crossings and assess the hazard posed by active faults encountered by the high-speed train alignments
- ?? Hazardous Material/Waste Constraints – identify and quantify potential hazardous material and waste constraints for each high-speed train alignment
- ?? Energy – affected environment with respect to energy assessment and energy needs of the program
- ?? Construction Impacts
- ?? Archaeological Survey – assessment of historic and prehistoric archeological sensitivity of the areas affected by the proposed alignments
- ?? Socioeconomics (inclusive of business/residential relocation) – impacts upon land values, tax revenues, employment levels, and minority populations
- ?? Access, traffic, and parking – transportation, traffic and parking conditions that may be affected by the proposed high-speed train system alignments and station locations
- ?? Electromagnetic Fields and Interference (EMFs) – potential health effects of EMFs associated with the operations of electrified high-speed trains
- ?? Public Safety – identify both potential increased and reduced risks as a result of high-speed train service

3. OUTREACH EFFORTS

The CONSULTANT/TEAM is responsible for developing and implementing a public involvement program focused on identifying regional issues and concerns of the statewide system and for proposing necessary mitigation measures. The CONSULTANT/TEAM must develop and carry out a detailed public participation plan that includes seeking comments from the general public and responsible agencies regarding alignment, station location, environmental impact, and potential mitigation measures. Examples of agencies and other organizations include Regional/Local – MPOs, RTPAs, transit and rail operators, Cities, Counties; Non-Governmental Organizations (such as but not limited to) – local chapters of organizations such as Sierra Club, labor unions, Chambers of Commerce, etc.

The Program Management Contract team will be responsible for carrying out all public involvement that is statewide in nature and for seeking input from the state and federal regulatory agencies, and for conducting the public participation process required for the program EIR. The Project Management Contract team will work with the Authority staff to facilitate participation from regulatory and responsible agencies and assist the Authority staff in establishing Memoranda of Understanding (MOUs) with those agencies where appropriate. Working with the Authority staff, the Project Management Contract team will ensure that the public input and agency involvement of the various regional environmental/studies is

coordinated and consistent statewide, and that the public input needs of the overall program EIR document are completed.

SECTION III DELIVERABLES

1. CONSULTANT/TEAM shall produce the products and services necessary to meet the scope of work detailed above, including a comprehensive final report. All documents will be provided in both electronic and hard copy. Within thirty days of awarding the contract, the Authority and the CONSULTANT/TEAM will agree upon specific deliverables and a timetable for their completion.
2. The Authority may exercise review and approval functions through its Executive Director throughout the project for the specific products and deliverables listed herein.
3. CONSULTANT/TEAM shall provide progress reports to the Authority every 30 days. The progress reports shall include major milestones, project schedules, progress by task to date, description of the progress, including identification of problems, proposed solutions and revised completion dates if necessary. The progress shall also indicate, in percentage form for each task, the amount of work completed and the budget expended to date.
4. The CONSULTANT/TEAM shall participate in meetings with appropriate agencies, groups, and consultants involved in this and other studies undertaken by the Authority throughout the project to facilitate timely coordination of effort, identify and address issues of concern, and share information. The CONSULTANT/TEAM's project manager shall attend the Authority meetings when requested and the CONSULTANT/TEAM shall present the preliminary results of studies and analyses to the Authority at these meetings as needed.
5. All models, data, products, charts, and other documents, hardcopy and electronic, prepared or assembled by CONSULTANT/TEAM in connection with the service under this agreement shall be the property of the Authority, and copies and documentation shall be delivered to the Authority within 30 working days upon completion of work or upon earlier termination of this agreement but prior to requesting final payment.

The Sacramento-to-Bakersfield Regional Environmental/Engineering Study work plan, once approved by the Authority, shall be continuous throughout the life of the contract. Upon approval, the work plan may be altered or adjusted to respond to changing needs and to reflect various stages of project development.

SECTION IV PROPOSAL REQUIREMENTS

A. Content

Each technical proposal shall contain as a minimum:

1. Identification of Prospective Consultant/Team

The proposal shall include the name of the firm submitting the proposal, its mailing address, telephone number, and the name of an individual to contact if further information is desired.

2. Management

The prospective Consultant/Team shall designate by name the project manager to be employed. The selected Consultant/Team shall not cause the substitution of the project manager without prior approval of the Authority.

3. Personnel

The prospective Consultant/Team shall describe the qualifications of all key professional personnel to be employed, including a summary of similar work or studies performed, a resume for each professional, a statement indicating an estimate of how many hours each professional will be assigned to the contract and what tasks each professional will perform. The Consultant/Team shall not cause members of the project team to be substituted without prior approval of the Authority.

4. References

The prospective Consultant/Team shall provide names, addresses, and telephone numbers for at least three clients for whom the prospective Consultant/Team had performed work similar to that proposed in this request. A summary statement for each assignment shall be provided. If applicable, provide names, address and telephone numbers of your last three (3) State contracts.

5. Subcontracts

If subcontractors are to be used, the prospective Consultant/Team must submit a description of key personnel or firm and the work to be done by each subcontractor. The cost of the subcontract work is to be itemized in the cost proposal as described below. All subcontracts must be approved by the Authority, and no work shall be subcontracted without the prior approval of the Authority. In addition, the prospective Consultant/Team must indicate the cost of any subcontracts.

6. Methodology

The prospective Consultant/Team shall describe the overall approach to carry out the Study, specific techniques that will be used, and specific administrative, operational and management expertise that will be employed and the allocation of resources to various tasks as a percentage of the total budget.

7. Experience

The prospective Consultant/Team must have experience managing environmental studies, public input programs and transportation planning/engineering studies in California. The Consultant/Team must demonstrate extensive experience with the NEPA and CEQA processes, preparing data for compliance with CEQA and NEPA, environmental constraints analysis, route alternative analysis, developing capital and operation costs, and rail operations. Furthermore, the Project Manager must have direct management/involvement in the NEPA and CEQA processes. The Consultant/Team must also have knowledge of transportation-related issues, including high-speed rail and conventional rail and experience working with local, regional, and state agencies. The Consultant/Team should provide detailed descriptions and documented results of it previous work and experience in each of these areas. The Consultant/Team should include in their detailed descriptions of previous work results of any CEQA or NEPA documents they prepared that were subjected to litigation.

8. Disclosure Requirements

The prospective Consultant/Team shall disclose any financial, business, or other relationship with the Authority, the High-Speed Rail Commission, the Business, Transportation and Housing Agency, or the California Transportation Commission that may have an impact upon the outcome of the contract. List current clients regarding passenger rail issues and whether or not the CONSULTANT/TEAM perceives there to be any conflicts from this other work. The prospective Consultant/Team shall also list current clients who may have a financial interest in the out come of the contract. The selected Consultant/Team may be required to file a financial Disclosure Statement in accordance with the Authority's Conflict of Interest Code.

9. Schedule of Tasks

The proposal shall contain an overall schedule identifying major tasks to be undertaken to conduct the work and estimated timeframe for each task. The schedule shall specify the estimated hours to accomplish each task. The schedule shall be in accordance with the milestones listed in the Description of Work section.

10. Nondiscrimination

The prospective Consultant/Team must certify compliance with nondiscrimination requirements of the State pertaining to the development, implementation and maintenance of a nondiscrimination program. The prospective Consultant/Team's signature affixed to and dated on the cover letter, as required by Section III. C below, shall constitute a certification under penalty of perjury under the laws of the State of California that the propose has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulation, Section 8103.

B. Resource Allocation Proposal

In addition to a technical proposal, the prospective Consultant/Team shall prepare a detailed allocation of resources for the work to be performed. The Resource Allocation Proposal shall detail personnel to be utilized, their respective billing rates, and the hours required to complete the Study, as well a cost breakdown by task. Additionally, the Resource Allocation Proposal shall itemize all other direct costs that will be charged to the Authority including travel charges that will be involved in conducting the Study and included in the bid amount. Any direct costs that will exceed \$2,000 will require prior approval from the contract manager.

Resource Allocation Proposals shall follow the format provided in Attachment A, and shall be submitted with the Technical Proposal. The Resource Allocation Proposal will be rated and thereby included as part of the evaluation of the Technical Proposal and Oral Interview (see Attachments B and C). Selecting the Consultant/Team will be based on project understanding, the comparative qualifications and experience of the consultants, and on the proposed allocation of the work effort between tasks and the reasonableness of average hourly cost of labor.

The breakdown of subcontract costs shall follow the same format provided in Attachment A.

This project is subject to Public Contract Code 10115, et seq. that requires state funded contracts to have a statewide participation goal of 3% for Disabled Veterans Business Enterprises (DVBEs) expressed as percentages of the total dollar value of the contract for DVBEs participating in this contract. The prospective contractor shall provide the level of DVBE participation in terms of the percentage of the overall total budget in the Technical Proposal. It is the will of the Authority that, at a minimum, the participation goals shall be achieved. See Attachment F for further detailed information concerning DVBE requirements.

The DVBE information must be submitted in the Resource Allocation Proposal. Failure to provide detailed cost breakdowns for DVBE information will be cause for rejection of the proposal.

C. Signature

Technical and cost proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the Consultant/Team contractually and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The letter accompanying the technical proposal shall also provide the following: Name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the Prime Contractor.

This cover letter constitutes certification by the prospective Consultant/Team, under penalty of perjury, that the prospective Consultant/Team complies with nondiscrimination requirements of the State as specified in IV. A. 10 above. An unsigned proposal or one signed by an individual not authorized to bind the proposer will be rejected.

D. Questions

A proposers conference will not be held. Questions regarding this Request for Proposals must be submitted in writing. Only those written questions received by 4:00PM on August 28 will be answered.

Written questions should include the individual's name, the name of the firm and address and must reference RFP No. HSR-00004. Questions should be sent to the following address:

Mailed to:
California High-Speed Rail Authority
Attention: Dan Leavitt
925 L Street, Suite 1425
Sacramento, CA 95814
(916) 324-1541
(916) 322-0827 FAX
dleavitt@hsr.ca.gov

Written responses to all questions will be mailed to each individual or firm receiving this Request for Proposal.

Questions regarding the past HSR Commission's feasibility studies should also be directed to Dan Leavitt. The following is a listing of available Authority and Commission publications:

?? California High-Speed Rail Authority. 2000. *Building a High-Speed Train System for California: Draft Business Plan.*

?? Parsons Brinckerhoff. 2000. *Draft Environmental Summary Report*

?? Parsons Brinckerhoff. 1999. *California High-Speed Rail Corridor Evaluation: Final Report.*

- ?? Charles River Associates. 2000. *Independent Ridership and Passenger Revenue Projection for High Speed Rail Alternatives in California: Draft Final Report.*
- ?? Cambridge Systematics. 1996. *High-Speed Rail Summary Report and Action Plan.*
- ?? Parsons Brinkerhoff. 1996. *High Speed Rail Corridor Evaluation and Environmental Constraints Analysis: Draft Final Report.*
- ?? Parsons Brinkerhoff. 1996. *High Speed Rail Corridor Evaluation and Environmental Constraints Analysis: Draft Final Report Appendices.*
- ?? Parsons Brinkerhoff. 1996. *High Speed Rail Corridor Evaluation and Environmental Constraints Analysis: Plans and Profiles.*
- ?? Sharon Green and Associates. 1996. *Candidate High Speed Rail Stations and Intermodal Connectivity.*
- ?? Charles River Associates. 1996. *Independent Ridership and Passenger Revenue Projection for High Speed Rail Alternatives in California: Final Report.*
- ?? Parsons Brinkerhoff. 1995. *High Speed Rail Corridor Evaluation and Environmental Constraints Analysis: Draft Technology Report.*

SECTION V CONSULTANT/TEAM SELECTION

A. Proposal Review

Each proposal will be reviewed to determine if it meets the proposal requirements contained in Section IV above. Failure to meet the requirements for the Request of Proposal will cause rejection of the proposal.

The Authority's staff may reject any proposal if it is conditional, incomplete, or contains irregularities. The Authority's staff may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposal documents or excuse the proposer from full compliance with the contract requirements if the proposer is awarded the contract.

B. Proposal Evaluation

An evaluation committee will evaluate those proposals that meet the proposal requirements. The technical evaluation will be based on the criteria shown on Attachment B. To qualify for an Oral Evaluation with the selection committee, the proposer must achieve a score of 85% or more.

Oral interviews will be separately evaluated based on criteria shown on Attachment C. The contract will be tentatively awarded to the proposer receiving the highest score from the committee at the Oral Interviews, pending approval by the Authority and approval from the Department of General Services - Office of Legal Services.

The prospective Consultant/Team is advised that should this Request for Proposals result in award of a contract, the contract will not be in force until it is approved and fully executed by the State.

C. Protest Procedures

This contract shall be awarded only after a notice of the proposed award has been posted in the office of the Authority for five working days. If, prior to the award, any bidder files a protest with the Authority and Department of General Services, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. Within five days after filing the protest, the protesting bidder shall file with the Authority and Department of General Services a full and complete written statement specifying the grounds for the protest. For further information regarding the protest process see the Public Contract Code §10378.

SECTION VI CONTRACT PROVISIONS

A. Contract Provisions

Provisions that may be applicable upon execution of this contract:

1. Consultant/Team Name Change

An amendment is required to change the Consultant/Team's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

2. Recycling Certification

The Consultant/Team shall certify in writing under penalty of perjury, the minimum, if not the exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in material, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in Public Contract Code, Sections 12161 and 12200. Consultant/Team may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354.)

3. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

4. Consultant/Team's Reports and/or Meetings

The Consultant/Team shall submit progress reports at least once a month to allow the Contract Manager to determine if the Consultant/Team is performing to expectations or is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so that remedies can be developed.

The Consultant/Team shall meet with the Contract Manager as needed to discuss progress on the contract.

Prior to completion of the contract, the Consultant/Team shall hold a final meeting with the Contract Manager to present findings, conclusions and recommendations and shall submit a comprehensive final report.

5. Allowable Costs and Payments

The method of payment for this contract will be based on billing rates. The State will reimburse the Consultant/Team at the billing rates effective when the contract is executed, the billing rates shall include direct labor costs, employee benefits, overhead and profit. Changes in billing rates must be negotiated and later approved by the Authority at a rate not to exceed 3% annually. All other direct costs will be reimbursed based on actual cost.

Transportation and subsistence costs shall not exceed rates authorized to be paid State employees under current State Department of Personnel Administration rules.

Progress payments will be made monthly in arrears based on services provided and actual costs incurred. The State will withhold 10% of each progress payment. The total retention amount will be paid to the Consultant/Team after the State has evaluated the Consultant/Team's performance and made a determination that all contract requirements have been satisfactorily fulfilled. The State will release portions of the retention amount (in relation to the amount of actual costs incurred) as specific tasks and deliverables in the work plan have been completed and approved.

The Consultant/Team shall not commence performance of work or services until this contract has been approved by the State. No payment will be made prior to approval nor for any work performed prior to approval of this contract.

The Consultant/Team will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the Contract Manager of itemized invoices in triplicate. Invoices shall reference this contract number and project title and shall be mailed to the Contract Manager at the following address:

California High-Speed Rail Authority
Attention: Dan Leavitt
925 L Street, Suite 1425
Sacramento, CA 95814

Invoices shall follow the format stipulated in the bid/resource allocation proposal. The invoice shall breakout all payments to subcontractors identified in the contract during the invoice period. If none were made, the invoice shall state "No work was performed by subcontractors during this period".

6. Termination

The State reserves the right to terminate this contract upon thirty calendar (30) days written notice to the Consultant/Team.

7. Funding Requirements

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only to the extent that funds are appropriated or made available to the Authority by the California State Legislature for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this contract in any manner.

It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for this contract, it shall be amended to reflect any reduction in funds an amount that commensurate with the appropriated and available funds.

This contract may be amended or modified only by mutual written agreement of the parties.

8. Change in Terms

The State has the option to terminate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

There shall be no change in the Project Manager or members of the project team without prior written approval by the Contract Manager.

9. Nondiscrimination

During the performance of this contract, Consultant/Team and its subcontractors shall not unlawfully discriminate, harass or allow any harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant/Teams and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant/Team and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Consultant/Team and its subcontractors shall give written notice of their

obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Consultant/Team shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

10. MBE/WBE Participation (No Goals)

The State has established no goals for the participation of MBE/WBE for this contract (no federal funding is expected for this contract). However, California has a diverse mixture of cultures and interests; therefore, the proposer needs to be sensitive towards reaching and including these populations when developing their teams.

11. DVBE Participation (With Goals)

This contractor is subject to the participation goals for disabled veteran business enterprises (DVBE) as set forth in PCC Sections 10115, et seq. The participation goal is 3 percent for DVBE. Periodically updated DVBE resource information is available on the OSBCR internet home page: <http://www.dgs.ca.gov/osmb>. DVBE goals achieved are expressed as a total participation dollar amount claimed by a DVBE, and are identified on Form STD. 840 (Attachment F) attached to the Contractor's bid/cost proposal.

12. Maintenance of Records

The contracting parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

13. Disputes

The State and Contractor agree to attempt to resolve all contractual disputes through negotiation and mutual agreement at the Contractor Manager level without litigation. The parties recognize that the implementation of this policy depends on open-mindedness, and the need for both parties to provide adequate supporting information.

Before issuance of a Contract Manager's decision, informal discussions with the parties by individuals who have not participated substantially in the matter in dispute shall be considered by the parties in efforts to reach a mutual agreement.

The existence of a dispute not fully resolved shall not delay the Contractor to continue with the responsibilities under the Agreement which are bit affected by the disputes.

14. Subcontracting

The Consultant/Team shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted without written authorization by the State's Contract Manager, except that which is expressly identified in the Consultant/Team's cost/bid proposal. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors. Any substitution of subcontractors must be approved in writing by the State's Contract Manager in advance of assigning work to a substitute subcontractor.

15. National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, the Consultant/Team hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Consultant/Team within the immediately preceding two-year period because of the Consultant/Team's failure to comply with an order of a Federal court that orders the Consultant/Team to comply with an order of the National Labor Relations Board.

16. Evaluation of Consultant/Team

The Consultant/Team's performance as required by this contract, will be evaluated and if negative findings are made, will be reported to the Department of General Services Legal Office.

17. Drug-Free Workplace Certification

By signing this contract, the Consultant/Team hereby certifies under penalty of perjury under the laws of the State of California that the Consultant/Team will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - ?? the dangers of drug abuse in the workplace,
 - ?? the person's or organization's policy of maintaining a drug-free workplace,

- ?? any available counseling, rehabilitation and employee assistance programs, and
- ?? penalties that may be imposed upon employees for drug abuse violations.

C. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract or grant:

- ?? will receive a copy of the company's drug-free policy statement and
- ?? will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the Consultant/Team may be ineligible for award of any future state contracts if the department determines that any of the following has occurred: 1) the contract has made a false certification or, 2) violates the certification by failing to carry out the requirements as noted above.

18. Conflict of Interest

The following laws apply to entities doing business with the State of California:

A. Current State Employees (PCC 10410):

- ?? No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- ?? No officer or employee shall contract on his or her own behalf as an independent Consultant/Team with any state agency to provide goods or services.

If Consultant/Team violates any provision of above paragraphs, such action by Consultant/Team shall render this Agreement void (PCC 10420).

Members of boards or commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem (PCC 10430(e)).

B. Prior Consultant/Team Work (PCC 10365.5)

- ?? No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

?? Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract which amounts to no more than 10 percent of the total monetary value of the consulting services contract.

?? Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.

19. Labor Code / Workers Compensation

Consultant/Team needs to be aware of provisions which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions and Consultant/Team affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700)

20. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, public regulating utility or governmental statutes or regulations superimposed after the fact. If a delay of failure in performance by the Consultant/Team arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Consultant/Team and subcontractor, and without the fault or negligence of either of them, the Consultant/Team shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Consultant/Team to meet the required performance schedule.

21. Taxes

The State of California is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on the Consultant/Team or on any taxes levied on employee wages. The State will only pay for any state or local sales or use taxes on the services rendered to State pursuant to the contract.

22. American with Disabilities Act

The Consultant/Team assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

23. Child Support Compliance Act

The Consultant/Team recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment order

as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

The Consultant/Team, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

24. Year 2000 Language

“The contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this contract a “Year 2000 compliant.” For purposes of this contract, a good or service is Year 2000 compliant if it will continue to fully function before, at and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supercede all warranty disclaimers and limitations and all limitation on liability provided by or through the Contractor.”

B. Time Limits

The Consultant/Team’s estimated start date is October 26, 2000, contingent upon approval of the contract by the Department of General Services and notification to proceed by the Contract Manager. All aspects of the work provided for in the contract will be completed by June 30, 2003.

C. Contract Administration

The Contract Manager for this contract is:

Dan Leavitt
California High-Speed Rail Authority
925 L Street, Suite 1425
Sacramento, CA 95814 Phone: (916) 324-1541

SECTION VII GENERAL INFORMATION

A. Proposal Submittal

Responses to this Request for Proposals shall be submitted with 8 copies of the Technical Proposal, and Resource Allocation Proposal, and 2 sets of work samples. Proposals must be submitted by no later than 2:00 PM, September 20, 2000, addressed as follows:

MAILED TO:

California High-Speed Rail Authority
Attention: Dan Leavitt
925 L Street, Suite 1425
Sacramento, CA 95814

HAND-DELIVERED TO:

California High-Speed Rail Authority
Attention: Dan Leavitt
925 L Street, Suite 1425
Sacramento, CA 95814

The following information must be placed on the lower left corner of the submittal shipping package:

RFP # HSR-00004
California High-Speed Rail Program EIR
Sacramento-to-Bakersfield Regional Environmental/Engineering Study
 Firm: _____
 DO NOT OPEN

B. Late Submittals

A proposal is late if received at any time after 2:00 PM on September 20, 2000. Proposals received after the specified time will not be considered and will be returned to the proposer.

C. Modification or Withdrawal of Proposals

Any proposal received prior to the date and time specified above for receipt of proposals may be withdrawn or modified by written request of the proposer. To be considered, however, the modified proposal must be received by the date and time specified above.

D. Schedule

The anticipated schedule of activities related to this Request for Proposals is as follows:

<u>Activity</u>	<u>Date</u>
Notice in State Contracts Register	08/17/00
Written Question Submittal Deadline	08/25/00

Proposal Submittal Deadline	09/20/00
Oral Interviews *	10/02/00-10/17/00
Notice of Intent to Award	10/18/00
Contract Award	10/25/00
Tentative Starting Date	10/26/00

* Oral Interviews to be held in October will be scheduled later in the process.

E. Property Rights

Proposals received within the prescribed deadline become the property of the State and all rights to the contents therein become those of the State. All material developed and produced for the Authority under this contract shall belong exclusively to the Authority. If the Consultant/Team should lose its ability to service the Contract with the Authority, the Authority shall retain the right to use said materials without further compensation to the Contractor.

F. Debriefings

Written or oral proposal evaluation debriefings will not be given to unsuccessful proposers. However, all proposals and all evaluation and scoring sheets that are retained as a permanent State record shall be made available for public inspection in the manner provided by law.

G. Confidentiality

Prior to award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the proposals confidential will be regarded as non effective and will be disregarded.

H. Amendments to Request for Proposals

The State reserves the right to amend the Request for Proposals by addendum prior to the final date of proposal submission.

I. Non-Commitment of State

This Request for Proposals does not commit the State to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. The State reserves the right to accept or reject any or all proposals received as a result of this request, or to modify or cancel in part or in its entirety the Request for Proposals if it is in the best interests of the State to do so.

J. Public Domain

All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of the contract.

K. Inquiries

Inquiries concerning this Request for Proposals should be directed to:

Dan Leavitt or John Barna
Deputy Directors, (916) 324-1541

L. Small Business Preference

NOTICE TO ALL PROPOSERS: Section 14835, et seq. of the California Government Code requires that a five percent preference be given to proposers who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Administrative Code, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business preference your firm must have its principal place of business located in California and be verified by the State Office of Small and Minority Business. Questions regarding the preference approval should be directed to that office at (916) 322-7122.

Any proposer who wishes to claim the small business preference must complete the Small Business Preference Request, Form ADM 0384 included with this Request for Proposals as Attachment G and provide a copy of the OSMB certification approval letter to be eligible for such preference. The form and the copy of the certification approval letter must be included with the Resource Allocation Proposal.

The method used in determining the successful bidder for this RFP is as follows:

- (a). Calculate the “earned” score for all bidders.
- (b). If the highest scored proposal is from a non-certified small business, then:
 - (1). Calculate five percent (5%) of the resource allocation component received from the highest scored proposal.
 - (2). Subtract the amount calculated above from the resource allocation component of all the certified small businesses. This new amount will be the “evaluation” amount used to apportion resource allocation points.
 - (3). Apportion the resource allocation points for all bidders, using the “evaluation” amounts for the certified small business, and the actual bid amounts received from non-certified small businesses.
 - (4). Use the re-apportioned resource allocation points along with the previously scored portions of the bids to arrive at a new total point count for each bid.
 - (5). Award of the contract should go to the bidder with the highest point count.

ATTACHMENT A

RESOURCE ALLOCATION PROPOSAL FORMAT

PART I:

TOTAL LABOR COSTS FOR THE PROJECT:

<u>EMPLOYEE</u>	<u>CLASSIFICATION</u>	PROJECTED <u>HOURS</u>	x	BILLING <u>RATE</u>	=	<u>TOTAL</u>
		_____		_____		_____
		_____		_____		_____
		_____		_____		_____
	Subtotal					_____

TOTAL OTHER DIRECT COSTS FOR THE PROJECT:

Itemize the anticipated quantities and costs.

Subtotal _____

TOTAL COST: _____

PART II:

LABOR COSTS BY TASK:

<u>EMPLOYEE</u>	<u>CLASSIFICATION</u>	PROJECTED <u>HOURS</u>	x	BILLING <u>RATE</u>	=	<u>TOTAL</u>
		_____		_____		_____
		_____		_____		_____
		_____		_____		_____
	Subtotal					_____

OTHER DIRECT COSTS BY TASK:

Itemize the anticipated quantities and costs.

Subtotal _____

TOTAL COST: _____

ATTACHMENT B**CRITERIA FOR EVALUATION OF TECHNICAL PROPOSALS¹**

To qualify for an Oral Evaluation with the selection committee, the proposer must achieve a score of 85% or more.

	<u>Maximum Score</u>	<u>Actual Score</u>
1. Project Understanding	45	_____
A. Demonstrated knowledge of the project's purpose.		
B. Clarity and organization of proposal.		
C. Logical course of action to meet objectives		
D. Sensitivity to Federal, State, Regional, and Local and the General Public Issues.		
E. Creative and Innovative approach to meet objectives, and to "streamline" and expedite the approval process.		
2. Contractor Qualifications and Experience	20	_____
A. References		
B. Experience		
C. Consulting Team Organization		
3. Work Samples Submitted by Contractor	5	_____
A. Printed Material		
a. Production		
b. Effectiveness		
c. Budget		
4. Resource Allocation (See Attachment D for criteria calculation)	30	_____
Total	<u>100</u>	_____

¹See Attachment D for detailed criteria for the award of points.

ATTACHMENT C

CRITERIA FOR EVALUATION OF ORAL INTERVIEWS¹

	<u>Maximum Score</u>	<u>Actual Score</u>
1. Technical Proposal (carryover) ²	25	_____
2. Project Understanding	25	_____
A. Demonstrated understanding of the projects goals and objectives		
B. Demonstrated knowledge of HSR and transportation planning		
C. Demonstrated ability in environmental studies/analysis		
D. Demonstrated experience with transportation engineering/planning, and rail operations		
E. Demonstrated experience and ability to maximize public participation and agency involvement		
3. Presentation	25	_____
A. Overall organization of the oral presentation		
B. Flexibility and creativity of approach and ability to expedite the approval process		
C. Sensitivity to State, regional, and local issues		
D. Confidence with the proposed Project Manager		
E. Experience of the team and Project Manager		
4. Resource Allocation (See Attachment D for cost criteria calculation)	25	_____
Total	<u>100</u>	_____

¹See Attachment D for detailed criteria for the award of points.

²Technical Proposal carryover is calculated as follows:

(Total score on Technical Proposal/100) x 25 possible points = Carryover Points

ATTACHMENT D**CRITERIA FOR EVALUATION OF RESOURCE ALLOCATION PROPOSALS****Cost Proposal and Budget Justification - (30 points for Technical/25 points+carryover for Oral)**

A score of up to 30 points may be earned based on the extent that the proposer's resource allocation proposal and budget justification narrative is reasonable, consistent with the Project Work Plan and appropriately balances the commission, the per hour "fully loaded" fee charged, and value of services offered.

Reviewers will consider the following:

1. Extent to which the allocations of cost for each of the required work plan components is appropriately spread in the budget and is adequately justified in the budget narrative.

Weight: 0.40

2. The extent to which costs are reasonable and appropriate for the proposed scope of services and the value of the skills offered.

Weight: 0.30

3. Extent to which the per hour "fully loaded" fees charged are appropriate and reflective of industry standards.

Weight: 0.30**ATTACHMENT E****CRITERIA FOR AWARDING POINTS FOR THE TECHNICAL PROPOSALS AND ORAL INTERVIEWS:**

For each category, points will be awarded based upon the following scale:

- | | | |
|-------------------------|---|----------------|
| 1. Exceeds requirements | = | 100% of points |
| 2. Meets requirements | = | 85% of points |
| 3. Slightly deficient | = | 60% of points |
| 4. Deficient | = | 40% of points |
| 5. Very deficient | = | 20% of points |

ATTACHMENT F**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION SUMMARY**

STD. 840 PROPOSED 3/98 (see <http://www.dgs.ca.gov/osmb/prop209/std840.htm>)

The following information is required:

COMPANY NAME:

NATURE OF WORK:

CONTRACTING WITH:

TIER:

CLAIMED DVBE VALUE:

CERTIFICATION:

COMPLETION INSTRUCTIONS

THIS INFORMATION MUST BE COMPLETED WHETHER THE CONTRACT GOALS ARE ACHIEVED OR A "GOOD FAITH EFFORT" IS MADE AND DOCUMENTED. IF NO PARTICIPATION IS OBTAINED, STATE "N/A" OR "NONE." FULL AND PARTIAL GOAL ACHIEVEMENT SHOULD BE REPORTED.

COMPANY NAME - list the name of the company proposed for DVBE participation. If the prime contractor is a DVBE, the name MUST be listed for participation.

NATURE OF WORK - identify the proposed work to be performed by the prime contractor or subcontractors.

CONTRACTING WITH - list the name of the department or company with which the company listed is contracting.

TIER - the contracting tier should be indicated with the following level designations:

0=Prime or Joint Contractor

1=Primary Subcontractor/Supplier

2=Subcontractor/Supplier of Level 1 Subcontractor/Supplier

3=Subcontractor/Supplier of Level 2 Subcontractor/Supplier, etc.

CLAIMED DVBE VALUE - the total participation dollar amount claimed by a disabled veteran business enterprise (DVBE) for this bid.

CERTIFICATION - to obtain DVBE participation credit, the firm must be formally

certified by the Office of Small and Minority Business. Check "yes" if the certification verification has been included for each firm listed for participation.

ATTACHMENT G

SMALL BUSINESS PREFERENCE FORM
(Leave blank, if not applicable)

I wish to claim Small Business preference. I am registered with the State of California, Department of General Services, Office of Small and Minority Business.

Small business certification **letter** provided by State of California, Department of General Services, Office of Small and Minority Business **is attached**.

Small Business Number (not stamp number)

Signature

Title

Date